

# **EXHIBIT Y**

Directors thereof, the charges, if any, to be paid by the Lessee on account of such consumption of gas or electricity, or both, and any such charges shall be payable monthly in advance of such payments or installments as shall be required by the Directors, and at such times as shall be provided in such resolution.

Such charges may be determined in the proportion that the number of shares of Lessor allocated to the Apartment bears to all shares of Lessor then issued and outstanding, or in the approximate proportion that the floor area of the Apartment bears to all floor areas measured by such meter, or such other equitable method as may be determined by the Directors.

#### 48. NO DISCRIMINATION

The Lessor will not discriminate against any person because of his race, creed, religion, color, national origin, ancestry, sex, marital status or other ground proscribed by law when exercising any right reserved to it in this Lease. The rights of the Lessor to screen a prospective Lessee shall be limited to a financial review based upon pre-established criteria.

#### 49. MARGINAL HEADINGS

The marginal headings of the several Paragraphs of this Lease shall not be deemed a part of this Lease.

#### 50. CHANGES TO BE IN WRITING

The provisions of this Lease cannot be changed orally.

#### 51. CERTAIN LIMITATIONS ON LESSOR'S RIGHT TO INCREASE CASH REQUIREMENTS

Supplementing and Modifying Paragraph 1(c) above, so long as the Unsold Shares constitute twenty-five percent (25%) or more the outstanding shares of the Lessor, the Lessor shall not take any of the following actions unless lessees owning at least seventy-five (75%) percent of all issued and outstanding shares of the Lessor approve same in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

(i) increase the number or change the type of employees from that described in the aforesaid Plan in the footnotes to the Schedule of Projected Receipts and Expenses for First Year of Cooperative Operation;

(ii) provide for new or additional services from those indicated in the aforesaid Plan in the footnotes to said Schedule of Projected Receipts and Expenses for First Year of Cooperative Operation, unless the annual cost of such new or additional services, when added to the annual cost of all other services being provided, is no greater than those provided in said footnotes;

(iii) impose any maintenance or other charge (regular or special) for the purpose of making any capital or major improvement or addition, unless required by law;